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WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS

030006

TRANSFER
TAX
PAIDRE TRANS
TC ☒
PRC ☒
CF ☒
TM ☐
PPC ☐

That MARILYN DeROCHER of Waterville in the County of Kennebec and State of Maine in consideration of ONE (\$1.00) DOLLAR and other valuable considerations, paid by BIZIER DEVELOPERS, INC., whose mailing address is RFD #3, Box 1970, Waterville, County of Kennebec, State of Maine, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said BIZIER DEVELOPERS, INC., its successors and assigns forever:

A CERTAIN LOT or parcel of land located on Highwood Avenue in ~~Waterville~~ aforesaid, and being the easterly portion of lot numbered seven (7) on a plan of Sisters' Hospital Lots dated September 15, 1949, made by G. H. Winters and recorded in Kennebec Registry of Deeds, Plan Book 16, Page 2C, which land is more specifically described as follows:

Starting at an iron pin located on the westerly or southwesterly side of Highwood Avenue at the northernmost corner of lot number six (6) on said plan; thence along the northerly line of said lot six (6) one hundred fifteen and five-tenths (115.5) feet; thence in a northerly direction fifty-eight (58) feet along the easterly side of lot numbered eight (8) to an iron pin; thence in a northeasterly direction one hundred sixteen and eighty-four one-hundredths (116.84) feet to an iron pin located in said westerly or southwesterly side of said Highwood Avenue; thence in a southeasterly direction along said westerly or southwesterly side of Highwood Avenue seventy (70.0) feet to the point of beginning.

Subject, however, to certain restrictions numbered from I to IX inclusive, set out in a deed from Sisters of Charity of Waterville, Maine to the grantors herein, dated February 25, 1950, recorded in Kennebec Registry of Deeds in Book 889, Page 242, as amended by a certain indenture executed by said Sisters of Charity of Waterville, Maine et als dated October 25, 1950 and recorded in the Kennebec Registry of Deeds in Book 905, Page 100.

Said restrictions as set out in said deed dated February 25, 1950 read as follows, to wit:

Section I. That said land shall be used for residential purposes and not more than one residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or so sold or leased in parcels, nor shall any building at any time situated on said land be used for business or manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main building;

Section II. That no house for more than two families shall be built upon said land and that no dwelling house costing less than seven thousand five hundred dollars (\$7,500.00) shall be built upon the lots abutting on Central Avenue and on Highwood Avenue; and that no building shall be erected or placed on any part of said land abutting on said Central Avenue and Highwood Avenue nearer to the line of said Central Avenue and said Highwood Avenue than thirty-five (35) feet;

Section III. That all buildings, including garages, shall not be erected nearer than thirty-five (35) feet from the street line upon which the house to be constructed on said lot shall face;

Section IV. That no placards or advertising signs other than such as relate to the sale or leasing of said lot, shall be erected or maintained in said lot or any building thereon;

Section V. That no fences or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots;

Section VI. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lot, or in any buildings thereon;

Section VII. That if the owner of two or more contiguous lots purchased from the within grantor desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants of restriction shall be construed as applying to a single lot;

Section VIII. Said lot is conveyed with the foregoing restrictions which are conditions of the conveyance affixed to and running with the land; and applicable to all lots hereafter to be sold by the within grantor which abut on said Central Avenue and said Highwood Avenue, and for a violation of the terms thereof, or any of them, by the said grantee herein named, or any person holding or claiming by, under or through the aforesaid grantee, the right is expressly reserved to the grantor and its assigns, or the owner of any lot abutting on said Central Avenue or said Highwood Avenue in a plot of land known as Sisters of Charity of Waterville, Maine, to proceed at law or in equity to compel compliance with the terms thereof. The grantor herein does not hold itself responsible for the enforcement of the foregoing restrictions;

Section IX. That no house or other building shall be erected or placed upon said land nearer to the lines of said land than five (5) feet. This section shall not in any way affect the restrictions contained in Sections II and III hereinabove set forth.

The amendments contained in the said indenture dated October 25, 1950 provide as follows, to wit:

1. That Section III in said restrictions shall be cancelled and in place thereof the following shall be effective as a restriction:

"Section III. That all buildings, including garages, shall not be erected nearer than twelve (12) feet from the street line upon which the house to be constructed on said lot shall face;"

2. That in view of the large frontage of lot numbered seven (7) Joseph A. and Gabrielle C. Tremblay, their heirs and assigns, grantees in deed from Sisters of Charity of Waterville, Maine, dated February 25, 1950, recorded in Kennebec Registry, Book 889, Page 242, shall have the right to divide said lot numbered seven (7) in two parts and to sell either or both lots, but both said lots shall be subject to all restrictions going with the plan, but with amendment thereof as provided by this instrument.

Said restrictions as amended will be binding upon the said grantees and all persons claiming or holding under or through said grantees, for a period extending to October 1, 1984 and which, until said date shall be deemed as covenants running with the title to said land.

BEING the same premises conveyed to Charles DeRocher and Marilyn DeRocher as joint tenants by Warranty Deed from Joseph A. Tremblay and Gabrielle C. Tremblay, dated June 18, 1951 and recorded in the Kennebec County Registry of Deeds in Book 911, Page 440. The said Charles DeRocher is deceased.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said BIZIER DEVELOPERS, INC., its successors and assigns, to them and their use and behoof forever.

AND I DO COVENANT with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances, EXCEPT AS AFORESAID; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will WARRANT and DEFEND the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said, MARILYN DeROCHER have hereunto set my hand and seal this ~~13th~~ day of December, 1989.

Signed, Sealed and Delivered
in the Presence of:

Kathleen Atwood
Witness

Marilyn DeRocher
Marilyn DeRocher

STATE OF MAINE
COUNTY OF KENNEBEC, ss.

December 13, 1989

Personally appeared the above named Marilyn DeRocher and acknowledged the above instrument to be her free act and deed.

Before me,

Kathleen Atwood
Notary Public

Print Name: Kathleen Atwood
My Commission Expires: 9/17/94



RECEIVED KENNEBEC SS.

1989 DEC 29 AM 9:00

REGISTER OF DEEDS